THE UNIVERSITY OF ALABAMA

INVITATION FOR BID

T052870
EMBROIDERY OF ATHLETIC UNIFORMS

ADDENDUM # 1
7/20/12

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: RESPONSE TO RFQ MUST BE RECEIVED BY JULY 24, 2012 @ 2:00 P.M. CST

Offeror must acknowledge receipt of this and any addendum as stated in the Invitation For Bid.

The following shall become part of the Invitation For Bid.

1) Please include any volume discount prices in your bid response. Please list quantities and prices for each price break.

The IFB may be found at http://purchasing.ua.edu/pdfs/PendingBids/T052870.pdf .

THE UNIVERSITY OF ALABAMA

INVITATION FOR BID

ATTENTION: This is not an order. Read all instructions and terms and conditions carefully.

INVITATION NO.:	**T052870**
Issue Date:	**07/20/12**
Title:	**Embroidery of Athletic Uniforms**
Buyer:	**Jennifer Patrick**
Phone:	**(205) 348-5026**
Email:	**jpatrick@fa.ua.edu**

RETURN ALL COPIES OF BIDS TO:
THE UNIVERSITY OF ALABAMA
PURCHASING DEPARTMENT
(Street Address) 1101 Jackson Ave Suite 3000
Tuscaloosa, Alabama 35401
OR
(Mailing Address) Box 870130
Tuscaloosa, Alabama 35487
PHONE: (205)348-5230 FAX: (205) 348-8706

Bid Responses may NOT be faxed or emailed.

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 07-24-12 @ 2:00 P.M. CST TIME

Bid number and opening date must be clearly marked on the outside of all bid packages.

1. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted there under sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the University reserves the right to enter into negotiations within thirty (30) days of the bid opening.
2. The University's General Terms and Conditions and Instructions to Bidders, apply to this Solicitation and shall become a part of any contract issued hereunder.
3. For purposes of this Solicitation, the Solicitation documents shall consist of the following components:
   a) Invitation for Bid and any Addenda; b) General Terms and Conditions; c) Instructions to Bidders
   In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.
4. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles.

CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases in Alabama. **By submitting a response to this solicitation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557**; they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that The University of Alabama may declare the contract void if the certification is false.

DISCLOSURE STATEMENT

1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.
2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.
3. By accepting payments agreed to in any purchase order resulting from this bid, Contractor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
2. The contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.
4. I have fully informed myself regarding the accuracy of the statement made above.

THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER:	**NAME OF COMPANY:**	**PHONE:**
FEDERAL EMPLOYER ID NO.:	**ADDRESS:**	**FAX:**
PAYMENT TERMS:	**ADDRESS:**	**E-MAIL:**
SHIPPING TERMS: **F.O.B. DESTINATION–PREPAID AND ALLOWED**	**CITY, STATE & ZIP CODE:**	**DATE:**
QUOTE VALID UNTIL:	**SIGNATURE:**	**Typed/Printed Name of Signor**

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

Please Note New Bid Specification and Requirements Indicated Below

State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click "Getting Started" for information about the program, requirements, and enrollment process.
- Click "Enroll in E-Verify" and begin enrollment process.
- When enrollment process is complete, click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the E-Verify Quick Reference Guide.

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.

The following has been added to the University of Alabama's General Terms and Conditions

35. State of Alabama Immigration Law

Pursuant to the State of Alabama Immigration Law, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

INVITATION FOR BID

The University of Alabama requests sealed bids as per attached general and technical specifications or equal unless otherwise specified in the Special Conditions.

All Bidders submitting a bid must read all specifications carefully and respond accordingly. Failure to do so may eliminate your bid from consideration due to non-compliance.

1.0 GENERAL SPECIFICATIONS

1.1 All bid responses, technical information and any other attachments furnished to The University of Alabama in response to this request for quotation must be submitted in duplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THE ENTIRE BID RESPONSE). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of this bid.

1.2 The stated requirements appearing elsewhere in this solicitation shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined. If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this solicitation.

Note: Bidders shall not submit their standard terms and conditions or purchase order terms as exceptions to or modification of the terms and conditions of this solicitation. Each exception to or modification of a University term and condition shall be individually listed by the bidder. Failure to follow this instruction may result in the determination that a bid submission is non-responsive to a solicitation and the rejection of that bid.

1.3 The issuance of a University Purchase Order (P#) or a signed Contract document is required to constitute a contract between the successful Bidder and the University which shall bind the successful Bidder to furnish and deliver the commodities ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation as well as the terms and conditions of the University's Purchase Order or Contract. No shipments are to be made to The University of Alabama without the issuance of a Purchase Order (P#). (Bidders are not to accept or ship items against a requisition number "R" #.)

1.4 Any questions concerning these specifications should be directed to the Buyer listed on the signature page.

1.5 No department, school or office at the University has the authority to solicit or receive official Solicitations nor authorize Solicitation or Contract changes other than the Purchasing Department. All solicitations are issued under the direct supervision of the Associate Director for Purchasing and in complete accordance with the State of Alabama Bid Law, Section 41-16-20 and University policies and procedures.

1.6 The terms and conditions included in this Solicitation along with any addenda, any University contract and/or University purchase order(s) issued referencing this Solicitation, the University's General Terms and Conditions, Instructions to Bidders shall constitute the entire and exclusive Contract between the University and the successful Bidder.

1.7 **State of Alabama Immigration Law**

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Getting Started” for information about the program, requirements, and enrollment process.
- Click “Enroll in E-Verify” and begin enrollment process.
- When enrollment process is complete, click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
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If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.

2.0 QUALIFICATIONS AND STANDARDS

Due to the importance of maintaining a safe University environment, it is imperative that the successful bidder meet certain qualifications that will guarantee The University of Alabama the successful Bidder is qualified to furnish and deliver products, equipment and services or furnish, deliver, install, service and/or repair equipment whichever is applicable as required in this Solicitation. In order for Bidders to qualify, the following requirements must be fulfilled:

2.1 The Bidder must provide, in writing, a statement that the Bidder has been regularly engaged in business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, or services required in this Solicitation. In lieu of the minimum number of years in business, a performance bond may be submitted in the amount of one hundred (100 %) per cent of the contract price. This bond will be used to secure the completion of the project should the successful Bidder default for any reason. Failure to comply with this requirement may eliminate your bid response from consideration.

2.2 Each bidder required to provide a bond, shall submit a letter from a bonding agent licensed to do business in the State of Alabama stating that if the bidding company is the successful bidder, said bonding agent will furnish a 100% performance and payment bond covering and including products and service for the duration of the contract period. Said bond shall be subject to the approval and acceptance of The University of Alabama. The bond must be furnished to the University Purchasing Department within forty-eight (48) hours after receipt of the purchase order. The premium of the bond shall be paid by the successful bidder. Failure to provide the bond letter or bond will eliminate your bid from consideration in the bid award.

3.0 REFERENCES

References must include at least three (3) other universities, institutions or businesses, which the bidder has successfully provided products, services or installation of equipment similar to those required in this Solicitation in terms of manufacturer, size, features, service or type of installation. The references must include company name, address, project/delivery date, contact name, phone number, and email address.

4.0 PRODUCT SPECIFICATIONS

Specify all terms and conditions of the warranties associated with your products with your bid response.

5.0 PRICE QUOTATION

5.1 IMPORTANT: It is required that the PRICE QUOTATION SHEET(S) furnished with this Request for Price Quotation be completed and submitted with your proposal. DO NOT send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration in the bid award.

5.2 All prices shall be quoted furnish and install (if applicable) FOB The University of Alabama, Tuscaloosa, AL 35487 prepay and allowed. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder. The successful Bidder must transport at the time of set-up, the equipment and supplies necessary for this installation to campus. No direct shipments will be accepted.

5.3 It is the Bidder's responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Bidder in response to this Solicitation.

5.4 The successful Bidder under the specifications required in this Solicitation shall furnish at its expense all equipment, labor, tools, supplies, transportation, insurance and other expenses necessary to fully perform any phase of the requirements of this Solicitation.

5.5 Quote prices firm for a period of ninety (90) days following the bid opening date unless otherwise stated in the Special Conditions. Bids that do not guarantee pricing firm for this period may be eliminated. Failure to quote the term for which your prices will remain firm may eliminate your bid from consideration.

5.6 The quoted price must include but not be limited to all cables, wires, connectors, etc. to make a complete functioning unit unless specifically stated in the special conditions.

5.7 Include with your bid response complete details of your company's Return Merchandise policy, including, but not limited to, amount of any restocking fee required, procedures, limitations, contact person and phone number. While the University does not enter into any purchase with the intent to return items ordered, we do require this information be included with your bid response. Failure to include this information may be grounds for elimination of your bid from consideration.

6.0 DELIVERY, INSTALLATION AND TRAINING REQUIREMENTS

6.1 Proposed delivery dates shall be stated in number of calendar days after receipt of order.

6.2 All items must be delivered directly to the University by the successful Bidder and placed according to the instructions supplied by the University.

7.0 INSURANCE

7.1 See General Terms and Conditions for general Insurance Requirements, Additional Insurance requirements may be listed in the Special Conditions Section.

7.2 The successful Bidder shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the General Terms and Conditions unless otherwise modified in the Special Conditions.

7.3 The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request. Failure to comply with this request may eliminate your bid from consideration in the bid award.

7.4 The University reserves the right to terminate any resulting contract, if the Bidder fails to keep these policies in force for the above amounts or for the duration of the contract period.

7.5 The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

8.0 RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Department representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Bidder presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder's response to this Solicitation.

9.0 SPECIAL CONDITIONS

9.1 The University of Alabama is requesting sealed bids to establish a twelve (12) month contract for Embroidery of Uniforms for the University Athletic Teams as per the specification listed on the Quotation Sheet to be ordered as needed during the contract period of July 24, 2012 through July 23, 2013. The University intends to award this contract to a primary and secondary vendor. The secondary vendor will be contacted, when the primary vendor cannot meet the delivery requirements.

9.2 Pricing for this contract must be firm for a twelve (12) month period beginning July 24, 2012 through July 19, 2013. Bids that do not guarantee pricing firm for this period may be eliminated. However, upon mutual agreement between the successful vendor and The University of Alabama, this contract may be renewed for four (4) additional twelve (12) month period at the original bid price. All other terms, conditions, delivery, etc. will remain the same as the original bid. The contractor should furnish a written renewal request to renew to the University sixty (60) days prior to the renewal year.

9.3 Delivery

- Delivery is needed two (2) to four (4) days after receipt of purchase order on large orders of one hundred (150) items or less.
- Small orders of 5-10 items are needed within one (1) to two (2) hours.
- The contractor must be able to complete small orders of 5-10 items in the same day with no additional charges.
- In some instances, pick-up and delivery of items from the University of Alabama campus are necessary. The contractor must not charge extra for pick-up and delivery.
- Embroidering of items on weekends and holidays is sometimes required. The contractor must not charge extra for embroidering on weekends and holidays.
- Delivery is a criterion of bid award. Specify your earliest possible delivery after receipt of a purchase order. WHEN THE CONTRACTOR CANNOT MEET DELIVERY REQUIREMENTS, THE UNIVERSITY OF ALABAMA RESERVES THE RIGHT TO CONTACT THE NEXT LOWEST RESPONSIBLE BIDDER FOR AVAILABILITY. The University reserves the right to cancel orders that are not received in the delivery time frame quoted in response to this solicitation.

9.4 Storage

It is often necessary for a contractor to store 10-30 items such as jerseys or shirts in an emergency situation. The University would provide the items, and the contractor would store the items at their location until needed for no additional charge.

9.5 Logos

The University will provide Contractor with all requested logos to be embroidered such as the Script "A" logo, the Alabama, Circle "A" logo, the Alabama Elephant logo, "Alabama", "Bama", "Tide", "Roll Tide", and other requested logo. **Contractor agrees to protect University logos from theft and misuse.**

Contractor acknowledges and agrees that the logos are to be used **only as per instructions of the The University of Alabama Athletic Department to be embroidered on apparel and products owned UA Athletic Department .** Results of the services to be rendered by Contractor are a work made for hire, as that term is used in regard to copyrights and law. Contractor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to and shall be the sole and exclusive property of the University.

9.6 Invitation for Bid

No. 3.0 is amended and the University reserves the right to require references prior to the bid award. If requested, references shall be provided within forty-eight (48) hours.
No. 5.5 is amended to include prices firm the period of July 24, 2012 through July 23, 2013.
No. 5.6 does not apply to this solicitation.
No. 7 has been amended per Appendix A

9.7 An electronic version of University's Terms and Conditions and instructions to Respondents are available through The University of Alabama website:

http://purchasing.ua.edu/purchgenterms.html

http://purchasing.ua.edu/vendors/instructions-to-bidders.pdf

9.8 **Bid Evaluation**

The University will determine the low bidder based on an evaluation list compiled from previous orders issued by the University. The evaluation list will include the quantities used for each previous order. The evaluation list will be provided to bidders at the bid opening or upon email request thereafter.

9.9 **Samples**

Samples may be required for the bid evaluation. If requested by the University Purchasing Department, vendor shall be required to send a sample of each of the actual services quoted in the bid response. Sample(s) shall be received in the Purchasing Department within seventy-two (72) hours of request. The University reserves the right to be the sole judge as to the quality of workmanship and the overall acceptability of the samples submitted for evaluation.

9.10 **Bid Award**

It is the intent of the University to award this contract to a primary and secondary vendor that are deemed to be the most qualified, cost effective, responsible bidder(s). To be considered in the bid evaluation, bidders shall complete the price quotation sheets included in this RFQ. **The University reserves the right to contact the secondary vendor if the primary vendor is unable to complete the work in the required timeframe.**

The University reserves the right to negotiate pricing with the successful contractor, when services are needed that are not listed on the quotation sheets.

9.11 **Quality of Workmanship**

If the work performed as the result of this RFQ is not acceptable to the University of Alabama Athletic Department, the contractor shall reimburse the Athletic Department the cost of the uniforms and no charge will be paid for the embroidery.

10.0 QUOTE SHEET

QUOTE THE FOLLOWING SERVICES:

SCOPE: The University of Alabama is requesting sealed bids to establish a twelve (12) month contract for Embroidery of Uniforms for the University Athletic Teams as per the specification listed below, to be ordered as needed during the contract period of July 24, 2012 through July 23, 2013.

NOTE:

1) All information requested below must be completed for your bid to be considered in the bid award.

2) Unit cost for each item must include any associated shipping charges. Do not list separately. Failure to comply with this requirement may eliminate your bid from consideration.

3) The awarded vendor(s) must be able to perform embroidery. No services can be subcontracted to another company.

4) The University reserves the right to contact the secondary vendor, if the primary vendor is unable to complete the work in the required timeframe.

5) The University will provide the items to be embroidered such as hats, polo shirts, t-shirts, jackets, sweat bands, uniforms, etc... The successful vendor will be responsible for maintaining stock of the exact colors of thread determined by the equipment manager(s).

6) The exact requirements of each item are determined by the equipment manager.

7) The highest quality possible is of the upmost importance for this RFQ. All University of Alabama athletes represent The University of Alabama and the quality of embroidery is critical. The University reserves the right to terminate any contract award for cause without penalty at any time the contract vendor fails to carry out the requirements described herein.

DESCRIPTION

Embroidery of items provided by the University. Includes hats, polo shirts, t-shirts, jackets, sweat bands, uniforms, etc…

1) Logo less than 5,000 stitches $_____/per logo
2) Logo with 5,001 to 10,000 stitches $_____/per logo
3) Logo with 10,001 to 15,000 stitches $_____/per logo
4) Logo with 15,001 to 20,000 stitches $_____/per logo

Digitize designs and logos provided by the University

5) Logo less than 5,000 stitches $_____/per logo
6) Logo with 5,001 to 10,000 stitches $_____/per logo
7) Logo with 10,001 to 15,000 stitches $_____/per logo
8) Logo with 15,001 to 20,000 stitches $_____/per logo

Bid Enhancement

Please include any additional volume discount or rebate your company would offer to The University of Alabama in addition to your bid prices. Please provide complete details.

_____

_____

1) **DELIVERY IS NEEDED TWO (2) TO FOUR (4) DAYS AFTER RECEIPT OF PURCHASE ORDER ON LARGE ORDERS OF 150 ITEMS OR LESS. SMALL ORDERS OF 5-10 ITEMS ARE NEEDED WITHIN ONE (1) TO TWO (2) HOURS. THE AWARDED VENDOR MUST BE ABLE TO COMPLETE SMALL ORDERS IN THE SAME DAY WITH NO ADDITIONAL CHARGES.**

   CAN YOU MEET THIS DELIVERY REQUIREMENT WITH NO ADDITIONAL CHARGE?
   _____/YES _____/NO

   IF NOT, PLEASE STATE THE EARLIEST DELIVERY TIME FOR LARGE ORDERS: _____

   FOR SMALL ORDERS: _____

2) **PICK-UP AND DELIVERY OF ITEMS FROM THE UNIVERSITY OF ALABAMA CAMPUS ARE NECESSARY FOR MANY PROJECTS.**
   CAN YOU MEET THIS REQUIREMENT WITH NO ADDITIONAL CHARGE? _____/YES _____/NO

3) **EMBROIDERING OF ITEMS ON WEEKENDS AND HOLIDAYS IS SOMETIMES REQUIRED.**
   CAN YOU MEET THIS REQUIREMENT WITH NO ADDITIONAL CHARGE? _____/YES _____/NO

4) **STORAGE BY THE CONTRACTOR OF 10-30 ITEMS SUCH AS JERSEYS OR SHIRTS IS OFTEN NECESSARY.**
   CAN YOU MEET THIS REQUIREMENT WITH NO ADDITIONAL CHARGE? _____/YES _____/NO

CONTACT PERSON E-MAIL: _____

WEB ADDRESS: _____

Please indicate if you can accept ACH Payments (direct deposit): _____Yes _____No

APPENDIX A

THE UNIVERSITY OF ALABAMA

INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities and contractual obligations undertaken in this Contract. Contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred in association with this agreement. It is the Contractor's responsibility to verify compliance of their company's insurance coverage with the following requirements and to obtain pricing to meet these requirements prior to submitting the solicitation response. These insurance policies must be with insurers acceptable to the University. Insurance requirements may be modified in the Insurance Requirements section of any solicitation document. In such cases, the requirements of the solicitation shall prevail.

Contractor shall assume all risk of loss or damage for property loaned, leased, rented to, or in possession of the University. This includes the loss of value due to the damage or other financial loss resulting from an inability to use the property for future endeavors. Contractor has the option to purchase property insurance on property, loaned, leased or rented to the University and the cost of insurance shall be the obligation of the contractor.

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis. A Contractor with a desire to self-insure part or all of insurance requirements outlined above must provide audited financials for the most recent fiscal year for review and acceptance by the University. If Contractor is owned by a parent company and the financials are in the name of the parent, the University requires a parental guarantee contract for the obligations accepted by the Contractor. The University reserves the right to review and revoke self-insure status, if Contractor's financial ratings with Standard & Poor and/or Fitch ratings drop below investment grade, there is a material change in the audited financials, or Contractor entity is acquired or there is any change in the ownership structure.

TYPES OF INSURANCE	BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY
Worker's Compensation (Coverage A)	Statutory – Alabama (or state of residence)
Employers Liability (Coverage B) – Per Occurrence	$ 100,000
Commercial General Liability: Each Occurrence – Premise/Operation Personal and Advertising Injury Products/Completed Operations Limit General Aggregate	 $ 500,000 $ 500,000 $ 500,000 $ 500,000
Commercial Business Automobile Liability	$ 500,000 - combined single limit Must include hired and non-owned liability

The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives must be included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University.

The insurance policies shall be issued by an insurance company licensed to do business in the State of Alabama carrying an AM Best's rating of A- VII or better, and the certificate must be signed by an authorized agent.

The general and excess/umbrella liability must extend additional insured provisions and must include the following language on the certificate of insurance:

> *The Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives are included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives.*

The certificate holder will be: <u>The University of Alabama</u>, c/o Purchasing Dept., Box 870130, Tuscaloosa, AL 35487-0130, ATTN: (*Buyer Listed in Solicitation*). A fax copy of the certificate may be sent for a verbal purchase order, but the original certificate of insurance must be received by the University prior to the purchase order being mailed to the Contractor or payment being made.

In the event the insurance program required by the University were to have any pending claims, either at the time the certificate of insurance was produced or to later come to the attention of the Contractor, which may limit or exhaust any aggregate limits by more than 20%, the University shall be notified within 30 days. The University may require additional insurance or a reinstatement of the limits of liability, as necessary to protect the financial interest of the University.

In the event the Contractor was to cancel, alter, non-renew or allow the required insurance program to be modified to a material degree, the Contractor must provide immediate written notice to the University explaining the situation. Failure to maintain the required insurance program may result in cancellation or suspension of the Contract until a replacement certificate of insurance evidencing coverage in compliance with the University's insurance requirements is provided. The Contractor may elect to change insurance carriers without prior approval, but any replacement policy(s) must provide equal coverage and the insurance company must meet the minimum financial rating (A.M. Best's A-) established by the University.

THE UNIVERSITY OF ALABAMA

CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of _____ (Company) certifies to the Board of Trustees of the University of Alabama that the Company does not employ an individual or individuals within the State of Alabama.

_____
SIGNATURE OF COMPANY OFFICER

_____
PRINT COMPANY NAME

_____
PRINT NAME OF COMPANY OFFICER

_____
PRINT TITLE OF COMPANY OFFICER

_____
DATE

Click any for help
Home
My Cases
New Cases
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

View/Edit

Company Name:

Company ID Number:

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1:

Address 2:

City:

State:

Zip Code:

County:

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number:

Total Number of Employees:

Parent Organization:

Administrator:

Organization Designation:

Employer Category:

Federal Contractor Category:

Employees being verified:

NAICS Code: View/Edit

Total Hiring Sites: View/Edit

Total Points of Contact: View/Edit

View MOU

THE UNIVERSITY OF
ALABAMA

DISCLOSURE STATEMENT

1. Contract/Purchase Order No. _____

2. Name of Contract/Grantee: _____
   Address: _____
   _____
   Telephone: _____
   Fax: _____

3. Nature of Contract/Grant: _____
   _____
   _____

4. Does the contractor/grantee have any relationships with any employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract? If so, please state the names, relationships, and nature of the benefit.
   _____
   _____
   _____

(For employees of the University, family members include spouse and dependents. For members of the Board of Trustees (officials), family members include spouse, dependents, adult children and their spouses, parents, in-laws, siblings and their spouses.)

This Disclosure Form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

_____
Signature of Authorized Agent of Contractor/Grantee

Date: _____

RETURN FORM TO: The University of Alabama
Purchasing Dept.
Box 870130
Tuscaloosa, AL 35487-0130
Ph: (205) 348-5230
Fax: (205) 348-8706
www.purchasing.ua.edu